

GENERAL PURCHASE CONDITIONS (SIEMENS PORTUGAL)

Edition May 2026

1. ORDER AND CONFIRMATION OF ORDER

- 1.1 SIEMENS may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.
- 1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if the SIEMENS accepts such in writing. In particular, the SIEMENS is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if SIEMENS agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.
- 1.3 Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, warranty, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. RIGHTS OF USE

- 2.1 The Supplier hereby grants SIEMENS the following non-exclusive, transferable, worldwide and perpetual rights:
 - 2.1.1 to use the deliveries and services including any output created by using artificial intelligence and related documentation, to integrate them into other products and to distribute them;
 - 2.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");
 - 2.1.3 To sublicense the right of use under section 2.1.2 above to affiliates, distributors and end customers. "Affiliates", means a company:
 - (i) which is directly or indirectly controlling SIEMENS;
 - (ii) which is under the same direct or indirect ownership or control as SIEMENS; or
 - (iii) which is directly or indirectly owned or controlled by SIEMENS.For the purpose of the foregoing definition, "control" shall mean the ownership of fifty percent (50%) or more of the share capital or any other type of ownership interest giving the right to elect, appoint and/or remove the majority of the members of the board of directors or of any equivalent body and/or of any supervisory board.
 - 2.1.4 To license to affiliates and other distributors the right to sublicense the right of use under section 2.1.2 above to end customers;
 - 2.1.5 To use the Software for integration into other products and to copy the Software, or to allow affiliates, contracted third parties or distributors to use and copy the Software;
 - 2.1.6 To distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
 - 2.1.7 To sublicense the right of use under section 2.1.6 above to affiliates contracted third parties and distributors.
 - 2.1.8 The use rights granted in section 2.1 include the use of deliveries and services, including any output thereof, for the purpose of training of artificial intelligence.
- 2.2 In addition to the rights granted in section 2.1 above, SIEMENS' affiliates and distributors are authorized to allow end customers to transfer the respective licenses.
- 2.3 All sublicenses granted by SIEMENS shall contain appropriate protection for the intellectual property rights of the supplier in the Software. All sublicenses shall contain any contractual provisions used by SIEMENS to protect its own intellectual property rights.
- 2.4 The Supplier shall inform SIEMENS - at the latest at the time the contract is concluded - whether the products and services to be delivered contain "open source software" (OSS) components. In the context of this provision "OSS components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g., GNU General Public License or the MIT License). Should the products and services delivered by the Supplier contain OSS components, the Supplier shall comply with all applicable OSS license terms and shall grant all those rights to SIEMENS and provide all information which SIEMENS needs in order to comply himself with the applicable license

terms. In particular, the Supplier shall deliver to SIEMENS promptly after the contract is concluded the following:

- a schedule of all OSS components used including their versions, indicating the relevant licenses, including a copy of the complete text of such licenses and copyright and/or authorship notices;
- the source code of the relevant OSS, including scripts and information regarding its generating environment insofar as the applicable OSS conditions require this.

- 2.5 The Supplier shall by the time of contract conclusion at the latest inform SIEMENS in writing whether any OSS licenses used by the Supplier might be subject to a Copyleft Effect which could affect the products of SIEMENS. In the context of this provision, "Copyleft Effect" means that the provisions of the OSS license require that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the OSS license, e.g. only if the source code is disclosed. In case any OSS licenses used by the Supplier are subject to a "Copyleft Effect" as defined above, then SIEMENS is entitled to cancel the order within two weeks of receipt of this information.

3. TERM AND PENALTY FOR BREACH

- 3.1 For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms ®2020 designated by SIEMENS, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance by SIEMENS.

- 3.2 If any delay in delivery or performance or rectification is anticipated, SIEMENS shall be notified immediately and its decision sought.

- 3.3 If, in the event of delay, the Supplier cannot prove that he is not responsible for the delay, SIEMENS may charge a penalty for each day, or part of day of delay of 0,3% but not exceeding a total of 10% of the total value of the contract. This penalty has a compulsory nature, and does not exempt the Supplier of its obligations. It is set out without prejudice of any of SIEMENS' rights resulting from such delay, e.g., liquidated damages or termination of the contract, which can be freely exercised. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made no later than the date of final payment.

- 3.4 Additional or other statutory rights are not affected hereby.

4. TRANSFER OF RISK, DISPATCH, PLACE OF PERFORMANCE AND TRANSFER OF TITLE

- 4.1 For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by SIEMENS at the named place of destination/delivery according to Incoterms ® 2020. Unless agreed otherwise, DDP (named place of destination) Incoterms ® 2020 shall apply, if (a) the seat of the Supplier and the named place of destination are within the same country or if (b) the seat of the Supplier and the named place of destination are both within the European Union. If neither (a) nor (b) are fulfilled, then DAP (named place of destination) Incoterms ® 2020 shall apply, unless agreed otherwise.

- 4.2 Unless otherwise agreed, the costs of adequate packaging shall be borne by the Supplier. In case transportation costs are borne by SIEMENS, notice of readiness for dispatch shall be given together with the information set out in section 4.3 hereunder. On SIEMENS's request a Siemens routing order tool shall be used by the Supplier. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as SIEMENS has not requested a particular method of delivery or the conclusion of the contract for carriage by SIEMENS. Any supplementary costs arising from non-conformity with the transport requirements including costs arising from the non-application of the Siemens routing order tool shall be borne by the Supplier. In case DAP/DDP (named place of destination) Incoterms ® 2020 is agreed, SIEMENS may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.

- 4.3 Each delivery shall include a packaging note or delivery note with details of the contents as well as the complete order number

- 4.4 As far as SIEMENS and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of SIEMENS, the Supplier is responsible to transfer the necessary legally required dangerous goods data to the freight forwarder nominated by SIEMENS when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labelling, etc. in compliance with the regulation relevant to the mode(s) of transport used.

- 4.5 If SIEMENS informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier shall also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

- The Supplier shall be liable for any expenses and/or damages incurred by SIEMENS due to any breach of this section 4, except in cases where the Supplier is not responsible for such breaches.
- 4.6 Transfer of title shall be upon delivery or acceptance by SIEMENS, as the case may be.

5. INVOICES, PAYMENT

- 5.1 In addition to other legal provisions, it is mandatory to detail in the invoice the order number as well as the number of each individual item. The invoice date must be later than the date of the SIEMENS order. Insofar as any such detail is omitted - or contains errors -, invoices shall not be payable and will be returned to the Supplier. Copies of invoices shall be marked as duplicates.
- 5.2 Payment of invoiced goods or services shall be made by SIEMENS by bank transfer within 60 days, with the possibility of setting a different deadline whenever the framework of the supply justifies it. If payment is made within 30 days, SIEMENS shall be entitled to a 3% discount. The period for payment shall commence only after delivery or completion of service and the correctly issued invoice, with no errors, is received by SIEMENS.
- 5.3 Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery of goods or performance of services. A discount shall also be allowed if SIEMENS sets off or withholds any payments to a reasonable extent on account of any defect. The period for payment shall commence after the complete rectification of any deficiency.
- 5.4 Payment does not constitute an acknowledgement that the corresponding delivery and/or services were provided in accordance with the Contract.
- 5.5 In case the Supplier is a tax resident outside Portugal, the compensation referred to herein may be subject to withholding tax in Portugal. Formal requirements apply to a potential tax exemption or tax rate reduction under the double tax treaty – if any – between Portugal and the Supplier's country of residence. Supplier acknowledges its responsibility to timely send SIEMENS all required documents (e.g. certificate of residence and form 21 RFI) prior to the invoice payment due date. In case the Supplier does not provide SIEMENS with the required documents before such date, SIEMENS will be entitled to withhold the applicable tax. Once the withholding tax is paid to the local tax authorities the Supplier cannot claim the respective amount from SIEMENS. The late provision of the required documentation does not entitle the Supplier to claim from SIEMENS the amount of the withholding tax paid to the local tax authorities.

6 INSPECTION UPON RECEIPT

- 6.1 SIEMENS shall immediately upon receipt at the named place of destination examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other obvious defects.
- 6.2 Should SIEMENS discover any defect in the course of these inspections or at any later stage, it shall inform the Supplier of such defect.
- 6.3 The complaints provided for in the foregoing sections may be raised during the warranty period and within six months of detection.
- 6.4 In this regard SIEMENS shall have no other duties to the Supplier other than the duties of inspection and notification above.

7 WARRANTY

- 7.1 If defects are identified before or after the transfer of risk or during the warranty period provided for in section 7.8 or 7.9, the Supplier shall at its own expense and at the discretion of SIEMENS either repair the defect or provide re-performance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of SIEMENS shall be exercised fairly and reasonably.
- 7.2 Should the Supplier fail to rectify (i. e. repair or replacement, at the discretion of SIEMENS) any defect within a reasonable time period set by SIEMENS, SIEMENS is entitled to:
- 7.2.1 Cancel the order or terminate the contract in whole or in part without being subject to any liability for damages; or
- 7.2.2 Demand a reduction in price; or
- 7.2.3 Undertake itself any repair at the expense of the Supplier; or re-performance of services or replacement of deliveries or arrange for such to be done; and
- 7.2.4 Claim damages in lieu of performance.
- For the purposes of establishing the timeliness of rectification, the relevant point in time is the date of receipt at the place of destination.
- 7.3 Any rectification may take place, without a further deadline, at the expense of the Supplier, if delivery takes place after the original deadline.

- The same shall apply if SIEMENS has a strong particular interest in immediate rectification, in order to avoid any liability of its own for delay, or for other reasons of urgency, and it is not reasonable for SIEMENS to request the Supplier to rectify the deficiency within a reasonable time period.
- 7.4 The above-mentioned rights shall expire one year as from the date of notification of the defect but, in no instance, before the expiry of the warranty periods set out in this section.
- 7.5 Additional or other statutory rights are not affected hereby
- 7.6 If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 7.8 and 7.9 shall begin to run once again.
- 7.7 Notwithstanding the transfer of risk regarding delivery, the Supplier shall bear the costs and risk related to the rectification (e.g., return costs, costs of transport, costs of de- and re-installation)
- 7.8 The warranty period for defects of material is three years, insofar as no statutory provisions provide longer periods.
- 7.9 The warranty period for defects in title or limitations on rights conveyed is five years, insofar as no statutory provisions provide longer periods.
- 7.10 For deliveries not involving installation or commissioning, the warranty period begins to run with receipt at the place of destination named by the SIEMENS. For deliveries involving installation, commissioning or services, the warranty period begins to run with acceptance by SIEMENS. Upon delivery to locations where SIEMENS is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

8 SUPPLIER'S DUTY TO VERIFY AND TO INFORM

- 8.1 The Supplier is obliged to examine components such as, e.g., raw material, provided by SIEMENS or provided by the Supplier's suppliers, manufacturers or other third parties at the time of receipt of such components as to whether these components show any obvious or hidden defects. In case any defects are discovered in the course of such inspections, the Supplier shall immediately inform its suppliers or – in the case the components are provided by SIEMENS – inform SIEMENS.
- 8.2 It is essential that the deliveries and services are delivered free of any third party rights. Thus, the Supplier is under a duty to verify title and inform SIEMENS of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

9. QUALITY MANAGEMENT, SUBCONTRACTING TO THIRD PARTIES AND ASSIGNMENT

- 9.1 The Supplier shall maintain a quality management system (e.g., according to DIN EN ISO 9001).
- 9.2 Subcontracting and/or assignment of the Contract (in whole or in part) to third parties shall not take place without the prior written consent of SIEMENS and entitles SIEMENS to cancel the order or terminate the contract in whole or in part and claim damages.

10 PROVIDED MATERIAL, INFORMATION

- 10.1 Material and information provided by SIEMENS remain SIEMENS's property and are to be stored, labeled as property of the SIEMENS and administered separately at no cost to SIEMENS. Their use is limited to the orders of the SIEMENS only. The Supplier shall supply replacements in the event of reduction of value or loss, for which the Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.
- 10.2 Any processing or transformation of the material and information shall take place for SIEMENS. SIEMENS shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, SIEMENS and the Supplier hereby agree that SIEMENS shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for SIEMENS at no extra cost and in so doing exercise the duty of care of a merchant.

11. TOOLS, PATTERNS, SAMPLES, CONFIDENTIALITY

- 11.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates, materials, data files, Software provided by SIEMENS, or made for SIEMENS, any input when using artificial intelligence, as well as any materials or output derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed, except with the prior written consent of SIEMENS. Such materials shall be protected against unauthorized access or use. Subject to any further rights the SIEMENS may demand that such materials be returned or destroyed if the Supplier breaches these duties.
- 11.2 The parties shall treat as confidential all information which is marked as confidential or the confidential nature of which is evident to a reasonable person and which they receive from or about the other party in the context of performing the contract, as well as the conclusion of the contract, and shall keep the same confidential for five years after their disclosure - in-so far as such

information has not become publicly known by legal means or the other party has not consented in writing to its transfer in the individual case. The receiving party shall make confidential information available only to those employees and employees of its Affiliates who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a confidentiality obligation. The receiving party shall use this information exclusively for the purpose of performing the contractual obligations. Insofar as the SIEMENS agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.

12. ASSIGNMENT OF RECEIVABLES /MONETARY CLAIMS

The Supplier shall not assign, transfer, pledge, factor or otherwise dispose of any receivables or other monetary claims arising out of or in connection with the Contract (including payment claims, damages or compensation) without the prior written consent of SIEMENS.

Any assignment made in breach of this provision shall be invalid and unenforceable vis-à-vis SIEMENS, which shall be entitled to validly discharge its obligations by payment to the Supplier.

13 RIGHT TO TERMINATE AND CANCEL

13.1 In addition to any rights provided by law to withdraw from or cancel a contract, SIEMENS may cancel the contract in whole or in part in case (a) the Supplier is in delay with its delivery or service and such delay – despite a corresponding reminder by SIEMENS - persists for more than two weeks after receipt of such reminder or in case (b) that adherence to the contract by SIEMENS cannot reasonably be expected from SIEMENS because of a reason attributable to the Supplier and taking into consideration the circumstances of the case and both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfillment of the Supplier's obligations under the contract.

13.2 SIEMENS may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

13.3 In case of a termination by the SIEMENS, SIEMENS may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

14. CODE OF CONDUCT FOR SIEMENS SUPPLIERS, SECURITY IN THE SUPPLY CHAIN, CARTEL DAMAGES

14.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall reduce the emission of air pollutants (especially CO₂) and protect natural resources such as soil, water and air. The Supplier shall provide a protected grievance mechanism to report possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its suppliers.

14.2 The Supplier shall strongly support the efforts of SIEMENS regarding security in the supply chain, which includes the attainment and preservation of the status as an Authorized Economic Operator (AEO) in terms of WCO SAFE Framework of Standards. Upon request of SIEMENS, the Supplier shall without undue delay sign and return to SIEMENS a written declaration on security in the supply chain provided by SIEMENS, which will be consistent with - depending on the registered office of the Supplier - the requirements of the European Commission according to the then current AEO Guidelines or the requirements of a comparable initiative for security in the supply chain according to WCO SAFE Framework of Standards (e.g. C-TPAT), unless the Supplier itself owns the status of AEO or a comparable status based on WCO SAFE Framework of standards and is able to demonstrate such by providing an authorization or certificate respectively.

14.3 In addition to other rights and remedies SIEMENS may have, SIEMENS may terminate the contract in case of breach of the obligations under section 14 by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the SIEMENS's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by SIEMENS.

14.4 If the Supplier violates applicable antitrust laws, by forming a cartel or by a similar anticompetitive behavior, in relation to the deliveries and services supplied to SIEMENS, the Supplier shall pay to SIEMENS liquidated damages in the amount of 15% (fifteen percent) of the total remuneration for the relevant deliveries and services during the relevant period.

14.5 Notwithstanding section 14.4, both parties shall be entitled to prove that the SIEMENS's actual damages are higher or lower than the liquidated damages amount, in which case such actual

damages shall be payable pursuant hereto. All other contractual or statutory rights and claims of SIEMENS remain unaffected.

15. **PRODUCT CONFORMITY, PRODUCT RELATED ENVIRONMENTAL PROTECTION INCLUDING SUBSTANCE DECLARATION, DANGEROUS GOODS, OCCUPATIONAL HEALTH AND SAFETY**
- 15.1 Should the deliveries of the Supplier contain products, including their packaging and Software, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area, then the Supplier shall ensure compliance of the products with these requirements at the time of transfer of risk and shall fulfil all pertinent legal obligations placed on the Supplier as an (economic) operator. The same applies for corresponding requirements and obligations in other countries notified by SIEMENS to the Supplier by the time of conclusion of the contract.
Upon request, the Supplier shall immediately provide SIEMENS with all documents and information which may be necessary to demonstrate or maintain the conformity of the products with the respective requirements, or for product registration purposes, inquiries or audits.
- 15.2 In the web database BOMcheck (www.BOMcheck.net), the Supplier shall provide and maintain up-to-date information as requested and declare whether or not substances contained in the products:
- 15.2.1 are, at the time of delivery, set out in the latest List of Restricted and Declarable Substances of BOMcheck (<https://docs.bomcheck.com/en/resources/substances>) or another list as notified by SIEMENS sufficiently in advance; and
- 15.2.2 are subject to substance restrictions and/or information requirements imposed by law applicable at: (i) the registered seat of the Supplier, or (ii) the registered seat of SIEMENS, or (iii) the place of delivery designated by SIEMENS. The Supplier shall provide this information as soon as possible but no later than the product delivery.
- 15.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform SIEMENS hereof in a form agreed upon between the Supplier and SIEMENS, but in no case later than the date of contract conclusion. The requirements concerning dangerous goods in section 4.4 and 4.5 remain unaffected.
- 15.4 Where applicable, the Supplier shall, free of charge and by electronic means, provide the Safety Data Sheet (SDS), drafted in the Portuguese language, for the products supplied and/or any components thereof marketed by the Supplier (including, without limitation, chemical substances and/or batteries and accumulators incorporated in the supplied equipment). The mandatory format and content of the SDS shall comply with Annex II of Regulation (EC) No. 1907/2006 (REACH). The SDS shall be provided no later than upon first delivery of the product containing the relevant substance or mixture.
- 15.5 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It shall ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.
- 15.6 The Supplier shall comply with all the provisions of the environmental legislation in force, being liable towards SIEMENS, the environmental agencies and third parties, for all and any harm or damage caused to local environment; Besides, the Supplier shall carry out all the necessary actions to minimize environmental pollution and make continuous improvements of the environment protection, implementing or using an appropriate environmental management system, whenever required by the applicable law.
- 15.7 The Supplier shall comply with all legal provisions on health and safety and shall use its best efforts a) to eliminate health and safety hazards for its employees and direct or indirect subcontracted personnel it may use for the performance of the works (“Personnel”) including participation of the Personnel in safety training courses; and b) to ensure the physical integrity of any persons who are legally at the work site, including Personnel, SIEMENS personnel and visitors, and where relevant, make sure that such persons are duly provided with personal protective equipment, which shall be kept in good working order at all times.
- 15.8 SIEMENS reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the works for security, health and safety reasons, at any time without any liability whatsoever.
- 15.9 In addition to any other rights SIEMENS may have, in the event of the Supplier's material or repeated failure to comply with the legal or contractual health and safety provisions, including the provisions of this section, SIEMENS may, following a reasonable period of grace set by SIEMENS for the Supplier to remedy such failure, terminate any contract signed with the Supplier and/or any purchase orders issued by SIEMENS without any obligation to indemnify or compensate the Supplier.

16. CYBERSECURITY

- 16.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with applicable laws, regulations and good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 16.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including SIEMENS data), personnel, and sites, used or processed by Supplier from time to time in the performance of this contract.
- 16.3 Should products or services contain software, firmware, or chipsets, integrated circuits or generic functional blocks ("Digital Products"):
 - 16.3.1 Supplier shall comply with safe and secure state-of-the-art development methods including secure coding standards (such as OWASP standards, NIST Secure Software Development Framework SP800-218 or similar), equivalence checks, code reviews, and threat and risk analysis;
 - 16.3.2 Supplier shall ensure that Digital Products shall be designed, developed and produced in such a way that they ensure an appropriate level of cybersecurity based on the risks, including the minimization of negative impact on the availability on other products, connected devices or services. Further, Supplier shall ensure that Digital Products are made available with a secure-by-default configuration (incl. secure data transfer, the possibility to reset to the original state with the secure and permanent removal of all data and settings);
 - 16.3.3 Supplier shall ensure that Digital Products provide security related information by recording and monitoring relevant internal activity, including the access to or modification of data, services or functions, with an option to disable this feature;
 - 16.3.4 During the whole lifecycle of a Digital Product (including but not limited to design, development, production, delivery and maintenance), Supplier shall implement and maintain appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the Digital Product. Such measures shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
 - 16.3.5 Supplier shall continue to support and provide services to repair, update, upgrade and maintain Digital Products including the provision of patches to SIEMENS remedying vulnerabilities and other cybersecurity risks for the expected use time of the Digital Products;
 - 16.3.6 Supplier shall provide to SIEMENS a software bill of materials in a commonly used and machine-readable format (e.g., CycloneDX version ≥ 1.4 or equivalent) to the following address: sbom.cys@siemens.com, and a bill of materials, both identifying Digital Products including all third-party Digital Products. The Digital Products shall contain all necessary security updates at the time of delivery to SIEMENS;
 - 16.3.7 Supplier shall grant to SIEMENS the right, but SIEMENS shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support SIEMENS;
 - 16.3.8 Upon request of SIEMENS, Supplier shall promptly provide to SIEMENS all documents and information which are necessary to demonstrate the conformity of Digital Products as part of SIEMENS products with statutory requirements;
 - 16.3.9 For integrity reasons, Supplier shall ensure that all software-related components provided to SIEMENS are digitally signed. If Supplier fails to provide a signed version and does not remediate this within a reasonable time frame set by SIEMENS, SIEMENS may digitally sign these components itself independently of Supplier. Any warranty rights SIEMENS may have remain unaffected by this provision.
- 16.4 Supplier shall provide SIEMENS a contact for all cybersecurity-related issues (available during business hours).
- 16.5 Supplier shall promptly, and in a structured and machine-readable format notify SIEMENS and the following Siemens Cybersecurity contact addresses of all relevant cyber threats, incidents occurred or suspected and vulnerabilities discovered and/or actively exploited in any Supplier Operations, services and products, if and to the extent SIEMENS is or is likely to be materially affected:
 - 16.5.1 for incidents: cert@siemens.com;
 - 16.5.2 for cyber threats and vulnerabilities: svm.ct@siemens.com.The notification shall contain any information reasonably required to assess the impact and to enable SIEMENS to comply with its statutory obligations.
The notification shall be made before any public disclosure of fixed vulnerabilities, allowing SIEMENS reasonable time to implement security updates or remediation measures.
- 16.6 Supplier shall take appropriate measures to achieve that its sub contractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 16.
- 16.7 Upon SIEMENS's request, Supplier shall provide written evidence of its compliance with this section 16 including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).

17. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

- 17.1 Supplier shall comply with all applicable export and import restrictions, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations") in relation to all deliveries and services to be provided according to this contract. The Supplier shall obtain all necessary export licenses pursuant to the applicable Foreign Trade Regulations.
In particular, the Supplier represents and warrants that, at the times of order and delivery, none of the Products nor the Services, provided under this agreement contain prohibited products and/or services under the Foreign Trade Regulations applicable to SIEMENS (including, but not limited to, Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), and import regulations enforced by U.S. Customs and Border Protection).
- 17.2 The Supplier shall advise SIEMENS in writing as early as possible but not later than 5 working days prior to the delivery date of any information and data required by SIEMENS to comply with all Foreign Trade Regulations for the products and services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide to SIEMENS for each product and service:
- the "Export Control Classification Number" (ECCN) according to the U.S. Commerce Control List if the product/service is subject to the U.S. Export Administration Regulations; and
 - all applicable export list numbers; and
 - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS ("Harmonized System") coding; and
 - the country of origin (non-preferential origin), and, upon request of SIEMENS, documents to prove the non-preferential origin; and
 - the preferential country of origin, and, upon request of SIEMENS, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration).
- 17.3 In case of any alterations to origin and/or characteristics of the products and services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 5 working days prior to the delivery date. Supplier shall be liable for any expenses and/or damage incurred by SIEMENS due to any breach of the obligations according to this Article 17.
- 18. RESERVATION CLAUSE**
- SIEMENS shall not be obligated to fulfill this contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 19. PROTECTION OF PERSONAL DATA**
- 19.1 The Supplier expressly and unequivocally declares that it is authorized to allow SIEMENS the treatment, automatic or not, partially or totally, of personal data regarding its workers or representatives, that are or should be supplied to SIEMENS within the scope of the present Contract.
- 19.2. In case the Supplier should transmit personal data to SIEMENS within the scope of negotiations and/or in application of the present General Purchase Conditions, the Supplier guarantees that it has complied with all legal formalities regarding the transmission and treatment of personal data, especially in matters of authorization and the right information.
- 19.3 SIEMENS undertakes to grant the Supplier, the members of its social bodies, and its employees and other agents, whose data are or might be subject to treatment activities in accordance with the present item, the possibility of, at any time, having access to their respective data and request the correction, updating or elimination thereof, by means of a written request of the data's holder addressed to SIEMENS for this purpose.
- 19.4 SIEMENS may only use and divulge the personal data mentioned in the previous items 19.1 to 19.3 for purposes related to the present contract or to activities comprised in its corporate or actual object, as well as for other purposes that may turn out to be necessary or merely convenient within the scope of the relations maintained between SIEMENS and the Supplier.
- 19.5 SIEMENS may furthermore provide for the transmission of data mentioned in the previous items 19.1 to 19.3 to any company that it is colligated to, that directly or indirectly participates in its share capital, or that is participated in by companies that participate directly or indirectly in its share capital.

- 19.6 The Supplier undertakes to make available to SIEMENS a declaration of consent for the treatment of data pertaining to those of its employees involved in the negotiation and execution of the contract, whenever SIEMENS should request such declaration so that it may notify or request approval from the Data Protection Agency for the treatment of data. The declaration must be signed by the holder of the data.
- 19.7 The Supplier furthermore guarantees that it shall treat the eventual personal data that should be transmitted to it by SIEMENS in accordance with applicable legal rules, especially rules regarding safety.
- 20. MENTION AS REFERENCE CUSTOMER**
Only upon SIEMENS's prior written approval, the Supplier shall be allowed to mention SIEMENS as a reference customer and/or make reference to products or services which the Supplier has developed during the performance of an order for SIEMENS.
- 21. SUPPLEMENTARY PROVISIONS**
- 21.1 Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.
- 21.2 The Supplier shall be liable for any damages and necessary expenses incurred by SIEMENS due to any breach of these conditions, in particular of sections 2, 3, 4, 7, 8, 14, 15, 16 and 17, unless the Supplier is not responsible for such breach. The expenses required for the rectification of any defect shall be borne by the Supplier irrespective of whether the Supplier is responsible for fault or not.
- 22. PLACE OF JURISDICTION AND APPLICABLE LAW**
- 22.1 Portuguese substantive law shall apply, being expressly excluded the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 22.2 Any dispute arising from the interpretation, integration, execution and/or termination of a purchase order or of these General Conditions of Purchase shall be settled by the Lisbon Courts to the exclusion of any other jurisdiction.